

# **REQUEST FOR PROPOSAL**

## **TOWN OF BERLIN, MARYLAND**



## **MASS NOTIFICATION SYSTEM**

Town of Berlin  
10 William Street  
Berlin, MD 21811  
[mbohlen@berlinmd.gov](mailto:mbohlen@berlinmd.gov)  
410-641-2770

**DUE DATE: September 19, 2014, 2:00 PM**

# REQUEST FOR PROPOSAL



## TOWN OF BERLIN

Proposals must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. The Town of Berlin reserves the right reject proposals improperly labeled. The envelope must also show the proposer's name and address.

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **SEALED PROPOSAL**

#### **TO BE DELIVERED AND OPENED BY:**

**TOWN OF BERLIN  
10 WILLIAM STREET,  
BERLIN, MARYLAND 21811**

**PROPOSAL TITLE: Mass Notification System**

**PROPOSAL DUE DATE AND TIME: September 19, 2014, 2:00 PM**



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## **NOTICE TO PROPOSER**

Sealed proposals are due on or before September 19, 2014 by 2:00 PM for acknowledgement purposes of receipt only for:

<p><b>Request for Proposal</b> <b>MASS NOTIFICATION SYSTEM</b></p>
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Proposers shall submit one (1) original and three (3) copies of the proposal a **SEALED ENVELOPE**. The envelope shall have the yellow label provided affixed to the front of the envelope. The label shall be fully filled out and clearly marked as to the name and address of the proposer.

The sealed proposal should be shipped or hand delivered to the following:

TOWN OF BERLIN  
10 WILLIAM STREET  
BERLIN, MD 21811

The Proposer shall be responsible for delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and time set for receipt of proposals, the proposal will not be accepted.

Electronic or facsimile submissions will not be accepted.

Changes in the phraseology of the proposal, additional or limiting provisions will render the proposal invalid and will cause its rejection.

Changes to the Request for Proposal (hereinafter, "RFP") shall only be made only in writing. The Town of Berlin assumes no responsibility for verbal instructions or interpretations.

Written questions and inquiries will be accepted from any and all Proposers. The sole point of contact for this solicitation, unless otherwise instructed herein, shall be as follows:

Mary Bohlen, Deputy Town Administrator  
410-641-2770/410-641-4314  
[mbohlen@berlinmd.gov](mailto:mbohlen@berlinmd.gov)

Unauthorized contact with other Town of Berlin staff regarding this RFP may result in the disqualification of the Proposer. Inquiries pertaining to this RFP must give the RFP title.

**Requests for additional information or questions must be submitted in writing no later than September 5, 2014 by 5:00 PM** (Eastern Time). Any necessary additions or corrections to this RFP will be made by addenda.

**Proposers are responsible for obtaining any documentation including addenda that may be issued by going to [berlinmd.gov/maryland-government/request-for-proposals/](http://berlinmd.gov/maryland-government/request-for-proposals/) prior to submitting their Proposal.** The Town of Berlin assumes no responsibility for verbal instructions or interpretations.

In order to allow time for proposal review and award of contract, unless otherwise specified, all proposals shall be binding for 120 calendar days following the proposal opening date, unless extended by mutual consent of all parties.

The price proposal will be based upon fixed/firm prices for the Contract and signed by an authorized official of the organization. All prices quoted shall be exclusive of any Federal or Maryland State taxes. This includes Federal Excise Tax and any other Excise Tax applicable.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the Town of Berlin may require.

If the Proposer to whom an award is made shall fail to execute the Contract, the award may be annulled and the Contract awarded to the next most responsive, responsible Proposer, and such Proposer shall fulfill every stipulation embraced herein, as if the Proposer were the original party to whom the award was made; or the Town of Berlin may reject all of the proposals, as its interests may require.

Proposers must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made to the individual named above before the proposal is submitted. Failure to do so will not relieve the successful Proposer of their obligation to carry out the provisions of the Contract. The submission of a proposal shall indicate that the Proposer thoroughly understands and accepts the terms, conditions, and scope of work set forth herein.

Proposer's shall execute the following required form(s) and include them as part of their proposal:

- (a) Price Proposal
- (b) Addendum Certification
- (c) Non-Discrimination in Employment
- (d) Limits of Insurance
- (e) Non-Collusion Certificate
- (f) Anti-Bribery Affirmation Affidavit of Qualification to Respond
- (g) Required Technical Submittal

No Proposer may withdraw his proposal within 120 days after the opening thereof.

## **MASS NOTIFICATION SYSTEM**

### **PROPOSAL**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

TITLE OF AGENT: \_\_\_\_\_

PRINTED NAME OF AGENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL TAX I.D. OR SSN: TO BE SUPPLIED BY CONTRACTOR UPON AWARD OF  
CONTRACT

DATE: \_\_\_\_\_

Please use this sheet as your proposal cover sheet and submit with the original and all copies.

## MASS NOTIFICATION SYSTEM

### **PRICE PROPOSAL**

TO THE TOWN OF BERLIN: The undersigned agrees to furnish all labor, material, supervision and equipment necessary as specified in this Request for Proposal to the Town of Berlin in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following price(s):

#### **OPTION 1**

##### **DESCRIPTION**

##### **PRICE**

Price per Year for Unlimited Use  
with Instant Weather Alerts from National Weather Service     \$\_\_\_\_\_

#### **OPTION 2**

##### **DESCRIPTION**

##### **PRICE**

Price per Year for Unlimited Use  
without Instant Weather Alerts from National Weather Service     \$\_\_\_\_\_

#### **OPTION 3**

**Contractor shall attach pricing schedule based on usage blocks identified as rate per minute. The attached schedule shall include but may not be limited to potential replenishment blocks and a separate price per year for instant weather alerts from the National Weather Service.**

BIDDING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



## **MASS NOTIFICATION SYSTEM**

### **A. INTENT**

It is the intent of this Request for Proposal (hereinafter, "RFP") for the Town of Berlin, Maryland (hereinafter, "Berlin") to obtain proposals from qualified technology firms (hereinafter, "the Contractor") who will demonstrate their ability to provide a comprehensive, integrated mass notification/communication system (hereinafter, "MNS"). The MNS must allow management to notify individuals and groups quickly and effectively, using a variety of communication devices as identified in this RFP. It **should** initiate, log, and manage all mass notifications and be capable of automatically delivering messages, collecting the responses in real-time and connecting individuals to a conference bridge. The hosted service must allow the dissemination of messages, either pre-recorded or created on-the-fly, to specific individuals or specific groups of individuals throughout Berlin. Activation of a notification or scenario should be accomplished either by phone or via the Internet. In addition, the MNS **should** provide a Text-to-Speech capability.

The MNS must be capable of delivering voice/text messages to the following devices:

- Email (with attachments)
- Cellular/Wireless Phones
- Fax
- Pager (Alpha and Numeric)
- PDA/Blackberry/TREO
- Ipod/Ipad Devices
- SMS
- Satellite Phones
- TDD/TTY

### **B. BACKGROUND**

The Town of Berlin, Maryland, a local government that serves approximately 4,500 residents, 1775 households, 300 businesses, and approximately 75 employees, is accepting proposals for a web and phone based notification system to provide efficient and immediate communications via voice, email, and SMS with employees and citizens for both emergency notifications and general message needs for outages, street closures, and any other required notifications as determined by the Town. The Contract with the selected Contractor will begin on a date to be determined, but within 150 days of the due date for the receipt of proposals and shall last for one year thereafter, as mutually acceptable to both parties. Proposals should contain information regarding the Contractor's ability to address each of the numbered specifications in this RFP.

The system price should be based on unlimited usage.

Optional pricing should be based on per minute or message usage as applicable and appropriate.

Any additional costs for set-up, SMS, or any other deferred costs or “add-ons” must be delineated, explained and capped on a yearly basis for this Contract. Fee-free training for central office and site-based personnel and verification of 24/7/365 helpdesk assistance without charge must be provided as a condition for consideration.

**C. SPECIFICATIONS**

(Contractor shall provide details of each specification)

**1. Notification System**

- a. Contractor should offer a fully hosted system requiring no additional hardware or software, excluding web browsers. Confirm and include details.
- b. The chosen system must allow for unlimited users and provide the ability for a central office administrator to manage the system and users. Role based user permissions are preferred.
- c. The chosen system must be easy to access by multiple users from any location via web and/or phone (in the event of a local Internet or power outage or other inability to access the web). Please describe the access process.
- d. The chosen system must be able to deliver messages via voice, email, and SMS, with the ability to send a message simultaneously via one, all or any combination of the above delivery methods. Please describe the process of creating, scheduling, and launching messages.
- e. The chosen system must allow the ability to schedule messages for a future date/time.
- f. The chosen Contractor should allow for multiple phone, email, and SMS devices per contact. Please list the number of phone, email, and SMS devices supported per contact. Ideally it would allow a minimum of two devices of each type.
- g. The system must allow telephone numbers and e-mails to monitor multiple addresses.
- h. Describe whether the system provides a “repeat message” feature whereby phone message recipients can press a key to have a message repeated.

- i. The chosen system should be able to provide instant translation capabilities for multiple languages. Contractor must describe in detail the process of creating and delivering these messages and supply at least two (2) references of clients utilizing the translation capabilities.
- j. The chosen system must uniquely identify emergency calls from non-emergency calls.
- k. Please describe email capability including whether attachments are possible, and, if so, the number and size.
- l. Please describe SMS capability, how messages are delivered (i.e. through SMTP Post or SMPP) and how Berlin would obtain the SMS information.
- m. Please describe the ability of system users to upload and instantly create dynamic contact lists.
- n. Describe the ability to send messages to customized groups of citizens, businesses, and employees.
- o. Describe the ability of the system to provide one-button resend to busy and no answer numbers.
- p. The selected system should be able to save recorded messages for future use.
- q. Describe the ability of Berlin staff to designate permanent contacts to receive every message launched by Berlin.
- r. The chosen Contractor must have a method to allow Berlin to manage opt out phone numbers, email addresses, and SMS numbers that should not receive messages. Please describe this method.
- s. The chosen system should automatically retry phone numbers that were not answered or were busy. Describe the number of automatic redials per contact per message sent.
- t. The chosen system should be capable of receiving feedback from those contacted via a "voting" methodology such as push 1 for yes and 2 for no or reply texting with access to the information by the initiating agent.
- u. Describe system's ability to provide instant weather alerts from the National Weather Service which would be customizable through the citizen portal.

## **2. Reporting**

- a. The selected system must provide detailed reporting of current calls, calls made, and Town-wide monthly volume. Access to at least one (1) year of historical data is preferred. Describe and include screen shots of sample reports available.
- b. Describe the reporting capabilities that allow Town employees to view individual department broadcasts in formation as well as compare usage from department to department within the organization.
- c. System should maintain a history of recipients and detailed results for calls launched. Describe the ability to research and track any issues utilizing such history.
- d. Please specify if Berlin will have access to data that citizens provide through registration including phone numbers, email addresses, SMS numbers, and customer address data. Please describe options for accessing this data.

## **3. Citizen Portal**

- a. Contractor should have web based, password-protected process that allows citizens who wish to do so to customize which phone numbers, email addresses, and SMS devices where system messages are delivered. Integrated weather alerts should identify checklists of customizable event types. Please describe.
- b. Please provide a detailed description with screenshots of the citizen access service and how it is configured. Please explain whether citizens can customize message delivery by category. For example, they may wish weather alerts to go to one number and other information to another.
- c. Please address the ability, if any, of citizens to be able to retrieve or listen to past messages that have been delivered.

## **4. Database Integration**

- a. The chosen Contractor must seamlessly accept data imports and build contact lists automatically. Please describe this process and provide evidence of past experience with or the ability to work with data imports. Please describe how extracts are built and exported.
- b. The chosen Contractor must state any additional costs associated with assisting in data transfer process.

## **5. Technology**

The following are preferred but not necessarily mandatory attributes of the system that Berlin is seeking. Please provide comprehensive information if Contractor's system varies significantly from specifications below.

- a. SaaS system for emergency and non-emergency calls so that all calls are sent in a time-sensitive manner. If not using SaaS, provide explanation/examples as to which type of calls are not considered time-sensitive and would be sent via dedicated hardware.
- b. Describe Contractor's minimum capacity voice messages per hour.
- c. Describe established SLAs with telecommunications providers to guarantee delivery.
- d. It is preferred that the chosen Contractor maintain less than 4% daily usage on average throughout their network. Please state applicant's daily usage on average.
- e. Please describe existing capacity per hour for voice notification and the amount of calling capacity used per day.
- f. Please describe the ability to integrate Microsoft's Active Directory software and the Lightweight Directory Access Protocol (LDAP).
- g. Please describe the ability to integrate with ESRI ArcGIS 10.1 or the ability to upload shape files created from GIS applications. Please describe the GIS requirements including schema.
- h. The system should have the ability to export call data to allow identification of connected calls versus non-connected calls to a map.

## **6. Security**

- a. It is preferred that the chosen system reside in a SAS 70 Type II certified data center or similar. Please describe.
- b. The chosen system must be redundant and utilize geo-dispersed facilities to deliver messages. Please confirm.

## **7. Customer Support and Training**

- a. The preferred system will identify the initial installation time frame separately from training sessions.

- b. The preferred system will provide onsite training for all users with Berlin. In addition to any initial set-up training, the preferred Contractor will provide such training at no additional cost on at least one (1) to two (2) days at the start of each fiscal year or after enhancements to the software solution. Please provide information regarding Contractor's training and implementation plan.
- c. The chosen Contractor must have a dedicated account manager and/or other support personnel assigned to Berlin.
- d. The chosen system must have technical support available 24/7/365 for all users and all issues (i.e. emergencies, lost password, and general requests). Please confirm.
- e. Describe the typical support response time for someone to return calls requiring issue resolution.
- f. The chosen Contractor must have emergency support available 24/7/365 in the event messages cannot be created and launched by a Town employee.

## **8. Contractor Experience**

- a. The Contractor must have proven experience in servicing the government sector. It is preferred that the Contractor has been in business for three (3) consecutive years delivering messages to government sector clients.
- b. The Contractor must have legal permission to do business in the state of Maryland.
- c. Please provide a list of governments with a target population of less than 10,000 citizens with whom the Contractor has active contracts.
- d. Please provide a list of governments of any size within the state of Maryland with whom the Contractor has active contracts.

## **9. Additional Features**

Please provide information on any unique features and/or services your company provides which are not covered by this RFP, including pricing for such features/services.

**D. CONTRACT PERIOD**

The initial contract period will be for a minimum of twelve (12) months from the agreed upon date with an option to renew for two (2) additional one (1) year periods based upon satisfactory compliance with contract terms. These options may be exercised solely at the discretion of the Mayor and Council of the Town of Berlin, Maryland.

In the event Berlin exercises its option to renew this Contract beyond the initial one-year period, the prices for each renewal term shall be the price bid for the initial contract.

Berlin retains the right to withdraw the Contract and reserves the right to replace the Contractor for lack of performance with written thirty-day notice. The Contract will be contingent upon the approval of the Mayor and Council of the Town of Berlin, appropriating sufficient funds in its annual budget to fund this project.

The successful Contractor agrees to conduct good faith negotiations as to any additional services that may become necessary pursuant to the desired system requirements. Berlin reserves the right to require the Contractor to provide additional services to the Contract if notice is given to the Contractor. Any additional costs that might be incurred because of these additional services will be negotiated between the Town and the Contractor.

**E. PURCHASE ORDERS/PAYMENT TERMS**

The successful Contractor will be issued a purchase order for work to be performed. Payment will be made after satisfactory completion of the work and submittal of invoice(s). "Satisfactory completion" includes, but may not be limited to, final approval by the Contract Administrator or duly-authorized representative.

Invoices shall include, but may not be limited to:

- Purchase order number;
- Description of work performed;
- Location and dates of work performed;
- Contract Price; and
- Remit to Address.

Invoice will be submitted to:

Town of Berlin  
Attn: Accounts Payable  
10 William Street  
Berlin, MD 21811

**NO SERVICE SHALL BEGIN** until receipt of Notice to Proceed and a purchase order.

**F. GENERAL INFORMATION ON SUBMITTING PROPOSALS**

**1. Exceptions**

All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of a Contractor's response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. Contractor specifically agrees to the conditions set forth in this paragraph by signature to the proposal.

**2. Competitive Offer**

The signer of any proposal submitted in response to this RFP hereby certifies under penalty of perjury that this proposal has not been arrived at collusively or otherwise in violation of either Federal or Maryland antitrust laws.

**3. Oral Explanations**

The Town shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

**4. References to Other Data**

Only information which is received in response to this RFP will be evaluated. Reference to information previously submitted shall not be evaluated.

**5. Elaborate Proposals**

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

**6. Cost for Proposal Preparation**

Any costs incurred by Contractors in preparing or submitting offers are the Contractors' sole responsibility. Berlin will not reimburse any Contractor for any costs incurred prior to award.



**7. Time for Acceptance**

Each proposal shall state that it is a firm offer which may be accepted within a period of 120 days. Although the Contract is expected to be awarded prior to that time, the 120 day period is requested to allow for unforeseen delays.

**8. Titles**

Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

**9. Confidentiality of Proposals**

In submitting its proposal, the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of Berlin, government or private, until after the award of the Contract. Contractors not in compliance with this provision may be disqualified, at the option of Berlin, from contract award. Only discussions authorized by Berlin are exempt from this provision.

**10. Right to Submitted Material**

All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of Berlin when received.

**11. Insurance**

The Contractor shall provide with their proposal proof of insurance as per these specifications.

**12. Format**

- a. All proposals will be prepared with a straightforward, concise delineation of the proposal to satisfy the requirements of the RFP. Proposals are to be written to correspond to and are identified with the terms of this RFP.
- b. All proposals must provide a detailed cost as outlined in this RFP.

**13. Independent Contractor**

The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with Berlin.

**14. Key Personnel**

The Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written authorization by Berlin. The individuals designated as key personnel for purposes of this Contract are those specified in the Contractor's proposal.

**G. Evaluation Procedure**

1. Berlin reserves the right to assign, at its sole discretion, appropriate staff to evaluate the proposals submitted. Berlin may also consult with other independent contractors of Berlin; such contractors shall be excluded from submission and consideration of proposals under this Request for Proposals.
2. Recommendation will be forwarded to the Mayor and Council of Berlin of Berlin for action. Acceptance of any proposal is the prerogative of the Mayor and Council of the Town of Berlin, Maryland.
3. During the evaluation process, the Contractor may be asked to conduct one or more demonstrations to Town staff and other individuals at the request of Berlin. Such demonstrations may be conducted electronically rather than in person.

## **GENERAL TERMS AND CONDITIONS**

### **PROHIBITION AGAINST UNIFORM PRICING**

Berlin encourages open and competitive pricing by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions. By virtue of submitting a proposal, the proposing Contractor guarantees that it has not been a party with other vendors to an agreement to offer a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such vendors. Any disclosure to or acquisition by a competitive vendor, in advance of the closing date for this RFP, of the terms or conditions of a proposal submitted by another competitor shall render the entire proceedings void and shall require re-starting the RFP process.

### **INDEMNIFICATION**

Nothing contained in the proposal shall be construed to constitute the Contractor an agent of Berlin of Berlin, Maryland.

The proposing Contractor shall indemnify, keep and save harmless Berlin, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against Berlin in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the contract recipient or his employees, of the subcontractor or his employees, if any, the contract recipient shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Berlin in any such action, the contract recipient shall at his own expense, satisfy and discharge the same.

The proposing Contractor expressly understands and agrees that any performance bond or insurance protection required by this RFP or subsequent contract, or otherwise provided by the contract recipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Berlin as herein provided.

### **ACCEPTANCE OF PROPOSALS**

Berlin intends to award a contract to the Contractor that best satisfies the needs of Berlin. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor will be based upon both technical factors and price. This RFP does not commit Berlin to award a contract.

Contents of the proposal may become contractual obligations if a contract ensues. Berlin may award a contract solely on the basis of the proposal submitted without any additional negotiation. Failure of the Contractor to honor these obligations may result in cancellation of the award.

#### AWARD OR REJECTION OF PROPOSALS

The Mayor and Council of the Town of Berlin shall award the Contract to the most responsive and responsible Contractor that submits the response that, in Berlin's opinion, best serves the overall interest of Berlin and complies with all provisions of the RFP provided the proposal price is reasonable and it is in the best interest of Berlin to accept it. Berlin reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of Berlin. Berlin reserves the right to reject all proposals and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Berlin to do so. Berlin also reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or complete contracts of a similar nature on time, or a proposal of a Contractor in which an investigation reveals is not in a position to perform the Contract.

In determining the "most responsive, responsible Contractor", in addition to considering price and the evaluation factors for this RFP, the Mayor and Council of the Town of Berlin or the official authorized to contract for Berlin shall consider:

1. The ability, capacity, and skill of the Contractor to perform the Contract or provide the service required;
2. Whether the Contractor can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the Contractor;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the Contractor with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the Contractor to perform the Contract or provide the service;

7. Whether the Contractor is in arrears to Berlin on any debt or contract, is in default on any surety to Berlin, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award a contract.

#### SUBCONTRACTING

Work proposed to be performed under this Contract by the Contractor or its employees shall not be subcontracted without prior written approval of the contract administrator.

#### DISCLOSURE OF CONTENTS OF PROPOSALS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and during and after proposal opening, the contents of a proposal or any document submitted with the proposal shall be open to public inspection.

However, Berlin shall deny inspection of any part of a proposal that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). **IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIAL TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY.** Otherwise, Berlin disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a vendor or contractor as a result of the submission of restricted information, Berlin shall have the right to duplicate, use or disclose the data to the extent, consistent with Berlin's need in the procurement process.

A vendor or contractor agrees to indemnify, protect, and save harmless the Mayor and Council of Berlin, its officers, agents, volunteer departments and their members, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

#### PROHIBITED INTEREST

No member or employee of the state or of a local public body during this tenure, or one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. In this Article, "local public body" means Mayor and Council of the Town of Berlin, Maryland, any political subdivision of the state or any agency of the state or political subdivision.

#### SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of Berlin. If the Contractor desires to assign his right to payment of the contract, Contractor shall notify Berlin immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his obligations, or change the terms of the contract. It is further understood that the Contractor is solely responsible for completion of turn-key product if sub-contractor is awarded any portion of this service.

#### TERMINATION OF CONTRACT

Berlin may terminate a contract, in whole or in part, whenever Berlin determines that such termination is in the best interest of the Mayor and Council of the Town of Berlin, Maryland, without showing cause, upon giving written notice to the successful proposer. Berlin shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful proposer has not performed or has unsatisfactorily performed the contract, the Mayor and Council of the Town of Berlin, Maryland may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of Berlin. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Berlin in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, County and local taxes throughout the full term of any Contract issued. Failure to do shall be grounds for termination of the Contract.

#### AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of the Town of Berlin, Maryland. In the event that the Mayor and Council of the Town of Berlin, Maryland does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective the termination date of the contract for the fiscal year for which such approvals have been denied.

The Mayor and Council of the Town of Berlin, Maryland reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If the Mayor and Council of the Town of Berlin, Maryland must terminate a contract, Berlin will attempt to give written notice at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the contract.

#### SERVICE DELIVERY FAILURES

Failures of a Contractor to deliver services within the time specified, or within reasonable time as interpreted by Berlin, or failure to make correct services rendered and materials replaced or installed when so requested, immediately or as directed by Berlin, shall constitute authority for the Mayor and Council of the Town of Berlin, Maryland to purchase in the open market services and materials to correct such deficiencies with services and materials of comparable grade. On all such purchases, the Contractor shall reimburse Berlin, within a reasonable time specified by the Mayor and Council of the Town of Berlin, Maryland, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

#### PAYMENT

Payment shall be made after satisfactory performance of work required during the course of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The Mayor and Council of the Town of Berlin, Maryland reserves the right to withhold any or all payments or portions thereof for Contractors failure to perform in accordance with the provisions of the contract or any modifications thereto. All invoices submitted by the Contractor shall be payable in thirty (30) days from the date of the invoice.

#### COMPLETENESS

All information required by this RFP must be supplied to constitute a proper proposal. Berlin shall not be responsible for the premature opening of Proposals if not properly addressed or identified.

#### LATE PROPOSALS

Proposals or amendments thereto received by Berlin after the due date and time specified will not be considered and will be returned unopened.

#### NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

#### RIGHT TO WITHHOLD PAYMENTS

In the judgment of Berlin, Berlin may withhold from the Contractor so much of any approved payments due the Contractor as may be necessary:

- A. To protect Berlin from loss due to defective work not remedied; or
- B. To protect Berlin from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. Berlin shall have the right as Agent for the Contractor, to apply any such amounts so withheld in such manner as Berlin may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.



## **NON-DISCRIMINATION IN EMPLOYMENT**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

Contractor's Signature

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Printed Name of Contractor

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Company Name, Address

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Phone Number

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Date

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## ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO RESPOND

I HEREBY AFFIRM THAT:

1. I am the (Title) \_\_\_\_\_ and the authorized representative of the firm of (Name of Corporation) \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the **Annotated Code of Maryland** or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.  
\_\_\_\_\_  
\_\_\_\_\_
4. I acknowledge that this affidavit is to be furnished to the Town of Berlin, Maryland and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, *et seq.*, of the State Finance and Procurement Article of the **Annotated Code of Maryland**. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Berlin may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, *et seq.*, of the State Finance and Procurement Article of the **Annotated Code of Maryland**, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

**I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

## **LIMITS OF INSURANCE**

The Contractor shall procure and provide at his own expense comprehensive automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units:

1.      Bodily Injury                      \$1,000,000 per person  
   \$1,000,000 per occurrence
2.      Property Damage      \$1,000,000 per occurrence

Contractor shall also obtain and pay premium for the following insurance:

1.      Workmen's Compensation                      Maryland Statutory Limit
2.      Comprehensive General Liability in an amount not less than \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to Berlin. Insurance companies providing insurance must be acceptable to Berlin. Contractor agrees to provide the Mayor and Council of the Town of Berlin, Maryland a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify The Mayor and Council of the Town of Berlin, Maryland within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **It shall be the Contractor's responsibility to make immediate notification to Berlin if any changes are made to the policy.** The Mayor and Council of the Town of Berlin, Maryland shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

Town of Berlin  
10 William Street  
Berlin, Maryland 21811

Contractor's Signature \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Insurance Provider \_\_\_\_\_

Address \_\_\_\_\_

Provider Phone Number \_\_\_\_\_

Date of Insurance \_\_\_\_\_

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ in the year

\_\_\_\_\_, by and between \_\_\_\_\_

hereinafter called the Contractor, and the Mayor and Council of the Town of Berlin, Maryland.

WHEREAS, the contract for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONTRACTORS  
RFP SPECIFICATIONS  
REQUIRED RESPONSE TO RFP  
NON-DISCRIMINATION IN EMPLOYMENT  
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID  
LIMITS OF INSURANCE  
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Mayor and Council of the Town of Berlin, Maryland at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Mayor and Council of the Town of Berlin, Maryland evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Mayor and Council of the Town of Berlin, Maryland that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Mayor and Council of the Town of Berlin, Maryland does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said \_\_\_\_\_

\_\_\_\_\_ and the Mayor and Council of the Town of Berlin, Maryland has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME \_\_\_\_\_

AUTHORIZED CONTRACT REPRESENTATIVE _____ (SEAL)	SIGNATURE _____	TITLE _____
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WITNESS \_\_\_\_\_

MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND _____ (SEAL)	SIGNATURE _____	TITLE _____
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WITNESS \_\_\_\_\_

APPROVED FOR LEGAL  
SUFFICIENCY ON \_\_\_\_\_  
BY:

\_\_\_\_\_  
TOWN ATTORNEY